

**FUNDING AGREEMENT NO.006-DMV-07/08-BOS
WITH EL DORADO COUNTY TRANSIT AUTHORITY**

This Agreement No. 006-DMV-07/08-BOS made and entered by and between the **EL DORADO COUNTY AIR QUALITY MANAGEMENT DISTRICT**, a county air pollution control district formed pursuant to California Health and Safety Code section 40100, et seq. (hereinafter referred to as "AQMD"); and El Dorado County Transit Authority. (hereinafter referred to as "CONTRACTOR");

W I T N E S S E T H:

WHEREAS, the California Clean Air Act requires local air pollution control districts to reduce emissions from motor vehicles; and

WHEREAS, AB 2766, codified in California Health and Safety Code section 44220, et seq., authorizes districts to impose a fee of up to four dollars upon certain registered motor vehicles within the AQMD, and the Governing Board of the AQMD has imposed said fee; and

WHEREAS, said legislation requires the AQMD to use said funds for activities related to reducing air pollution from motor vehicles and for related planning, monitoring, enforcement, and technical studies necessary for the implementation of the California Clean Air Act of 1988; and

WHEREAS, CONTRACTOR has proposed a Project that meets the eligibility criteria of the AQMD and that has been approved by AQMD for funding; and

WHEREAS, CONTRACTOR represents that it is willing and able to perform the activities set forth herein.

NOW, THEREFORE, AQMD and CONTRACTOR mutually agree as follows:

1. PROJECT

CONTRACTOR shall perform all activities and work necessary to complete the Spare the Air Free Fares Project (hereinafter referred to as "Project"); set forth in the fully described "Proposal" attached hereto as Exhibit A and incorporated herein by this reference. CONTRACTOR agrees to furnish all labor, materials, equipment, licenses, permits, fees, and other incidentals necessary to perform and complete, per schedule, in a professional manner, the services described herein. CONTRACTOR represents that CONTRACTOR has the expertise necessary to adequately perform the Project specified in said Proposal.

In the event of any conflict between or among the terms and conditions of this Agreement, the Proposal incorporated herein, and the documents referred to and incorporated herein, such conflict shall be resolved by giving precedence in the following order of priority:

1. To the text of this Agreement;
2. Proposal to this Agreement; and
3. To the "Motor Vehicle Emission Reduction Projects Request for Proposals" (RFP) released to Interested Parties by the AQMD and dated 2007-2008.

2. PERIOD OF PERFORMANCE/TIMETABLE

CONTRACTOR shall commence performance of work and produce all work products in accordance with the Work Statement and deadlines for performance identified in the Proposal of this Agreement, unless this Agreement is terminated sooner as provided for elsewhere in this Agreement.

If requested by the AQMD, CONTRACTOR shall submit regular progress reports, at intervals determined by the AQMD, detailing the work performed during the current reporting period; work

planned for the next reporting period; problems identified, solved, and/or unresolved; and the percentage of each task completed. CONTRACTOR shall provide AQMD with a comprehensive final written report prior to the end of Agreement term. Said final report shall be complete and shall document the work performed under this Agreement.

3. TERM

The term of this Agreement shall be for the period of July 1, 2007 through October 31, 2008 unless terminated earlier in accordance with Article 7, Termination.

4. COMPENSATION

AQMD will pay the CONTRACTOR the sum of THIRTY SEVEN THOUSAND, ONE HUNDRED Dollars (\$37,100) as follows:

CONTRACTOR shall obtain through other sources sufficient additional monies to fund the total cost of the Project as outlined in the Proposal. Satisfactory written evidence of such funding commitments shall be provided to AQMD prior to the release by AQMD of any funds under this Agreement. In the event funding from other sources for the total cost of the Project is not received by CONTRACTOR, AQMD reserves the right to terminate or renegotiate this Agreement. In accordance with Section 44233 of the California Health and Safety Code, CONTRACTOR agrees to limit expenditure of funds for the purpose of administration to not more than five percent of the monies distributed to CONTRACTOR. The AQMD is not obligated to pay CONTRACTOR for administrative costs exceeding five percent of the actual total cost of the Project.

The total obligation of the AQMD under this Agreement **SHALL NOT EXCEED Thirty Seven Thousand, One Hundred Dollars and 00/100 (\$37,100).**

A. **PAYMENTS:** Advance payments shall not be permitted. Payments will be permitted only at which time an equivalent service has been completed. The AQMD shall reimburse CONTRACTOR quarterly, in arrears, after receipt and verification submitted to El Dorado COUNTY Air Quality Management District, Attention: Marcella McTaggart. Payment shall be made to CONTRACTOR by the AQMD upon submission and evaluation of the CONTRACTOR'S invoice of claim. Said invoice of claim shall set forth the work completed pursuant to this Agreement.

Upon receipt of proper documentation, and verification that CONTRACTOR has satisfactorily completed the work for which compensation is sought and that the work is in accordance with the Exhibit Summary Sheet attached hereto, AQMD will issue payment to CONTRACTOR within thirty (30) calendar days of verification.

The amount to be paid to CONTRACTOR under this Agreement includes all sales and use taxes incurred pursuant to this Agreement, if any, including any such taxes due on equipment purchased by the CONTRACTOR. The CONTRACTOR shall not receive additional compensation for reimbursement of such taxes and shall not decrease work to compensate therefore.

Concurrently with the submission of any claim for payment, CONTRACTOR shall certify (through copies of invoices issued, checks, receipts, and the like) that complete payment has been made to any and all subcontractors as provided.

It is understood that all expenses incidental to CONTRACTOR'S performance of services under this Agreement shall be borne exclusively by CONTRACTOR.

In no event shall compensation paid by the AQMD to the COUNTY for the performance of all services and activities under this Agreement exceed the amount set forth in paragraph 4 COMPENSATION.

B. Surplus Funds: Any compensation under this agreement, which is not expended by COUNTY pursuant to the terms and conditions of this Agreement by the Project completion date shall automatically revert to the AQMD. Only expenditures incurred by the COUNTY in the direct performance of this Agreement will be reimbursed by the AQMD. Allowable expenditures under this Agreement are specifically established and included in the Proposal.

C. Closeout Period: All final claims shall be submitted by COUNTY within sixty (60) days following the final month of activities for which payment is claimed. No action will be taken by AQMD on claims submitted beyond the 60-day closeout period.

5. NON-ALLOCATION OF FUNDS

The terms of this Agreement and the services to be provided thereunder are contingent on the approval of funds by the appropriating government agency. Should sufficient funds not be allocated, the services provided may be modified or this Agreement terminated at any time by giving the COUNTY thirty (30) days prior written notice.

6. INDEPENDENT CONTRACTOR LIABILITY

COUNTY is, and shall be at all times, deemed independent and shall be wholly responsible for the acts of COUNTY'S employees, associates, and subcontractors, in connection with the installation, operation, use and maintenance of the Project.

7. TERMINATION

A. **Breach of Agreement:** AQMD may immediately suspend or terminate this Agreement, in whole or in part, where in the determination of the AQMD there is:

1. An illegal or improper use of funds;
2. A failure to comply with any term of this Agreement;
3. A substantially incorrect or incomplete report submitted to the AQMD; or
4. Improperly performed services.

In no event shall any payment by the AQMD constitute a waiver by the AQMD of any breach of this Agreement or any default, which may then exist on the part of the CONTRACTOR. Neither shall such payment impair or prejudice any remedy available to the AQMD with respect to the breach or default. The AQMD shall have the right to demand of the CONTRACTOR the repayment to the AQMD of any funds disbursed to the CONTRACTOR under this Agreement which in the judgment of the AQMD were not expended in accordance with the terms of this Agreement. The CONTRACTOR shall promptly refund any such funds upon demand.

In addition to immediate suspension or termination, AQMD may impose any other remedies available at law, in equity, or otherwise specified in this Agreement.

B. **Without Cause:** Either party may terminate this Agreement at any time upon giving the other party at least thirty (30) days advance, written notice of intention to terminate. In such case, the AQMD shall, subject to paragraph 4, pay its pro rata share of the reasonable value of all services satisfactorily rendered and actual, reasonable costs incurred up to the time of the termination. Upon such termination, all the work product produced by CONTRACTOR shall be promptly delivered to the AQMD.

8. CHANGES TO AGREEMENT

This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

9. INDEMNIFICATION

CONTRACTOR shall defend, indemnify, and hold the AQMD harmless against and from any and all claims, suits, losses, damages and liability for damages of every name, kind and description, including attorneys fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, AQMD employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the CONTRACTOR'S activities and work necessary to complete the Project unless such claim, loss, damage, injury or death is the result of the sole or active negligence of the AQMD. This duty of CONTRACTOR to indemnify and save AQMD harmless includes the duties to defend set forth in California Civil Code, Section 2778.

AQMD shall indemnify CONTRACTOR against and hold it harmless from any loss, damage, and liability for damages, including attorney fees and other costs of defense incurred by CONTRACTOR, whether for damage to or loss of property, or injury to or death of CONTRACTOR'S officer's, agents, or employees which shall in any way arise out of or be connected with AQMD's performance of its obligations hereunder, unless such damage, loss, injury, or death shall be caused by the sole or active by negligence of the CONTRACTOR.

10. AUDITS AND INSPECTIONS

CONTRACTOR shall at any time during regular business hours, and as often as AQMD may deem necessary, make available to AQMD for examination all of CONTRACTOR'S records and data with respect to the matters covered by this Agreement. CONTRACTOR shall, and upon request by AQMD, permit AQMD to audit and inspect all of such records and data necessary to ensure CONTRACTOR'S compliance with the terms of this Agreement. CONTRACTOR shall be subject to an audit by AQMD or its authorized representative to determine if the revenues received by CONTRACTOR were spent for the reduction of pollution as provided in AB 2766 and to determine whether said funds were utilized as provided by law and this Agreement. If, after audit, AQMD makes a determination that funds provided CONTRACTOR pursuant to this Agreement were not spent in conformance with this Agreement, or AB 2766 or any other applicable provisions of law, CONTRACTOR agrees to immediately reimburse AQMD all funds determined to have been expended not in conformance with said provisions.

CONTRACTOR shall retain all records and data for activities performed under this Agreement for at least three (3) years from the date of final payment under this Agreement or until all state and federal audits are completed for that fiscal year, whichever is later.

Because this Agreement exceeds Ten Thousand Dollars (\$10,000), CONTRACTOR shall be subject to the examination and audit of the Auditor General for a period of three (3) years after final payment under Agreement (Government Code Section 10532).

11. NOTICES TO PARTIES

All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices to AQMD shall be in duplicate and addressed as follows:

CONTRACTOR

El Dorado County Transit Authority
6565 Commerce Way
Diamond Springs, CA 95619
Attn: Mindy Jackson
Transit Director

AQMD

El Dorado County
Air Quality Management District
2850 Fairlane Court
Placerville, CA 95667
Attn: Marcella McTaggart,
Air Pollution Control Officer

12. TIME IS OF THE ESSENCE

It is understood that for CONTRACTOR'S performance under this Agreement, time is of the essence. The parties reasonably anticipate that CONTRACTOR will, to the reasonable satisfaction of the AQMD, complete all activities provided herein within the time schedule outlined in the Proposals to this Agreement.

13. COMPLIANCE WITH APPLICABLE LAWS

CONTRACTOR will comply with all federal, State, and local laws and ordinances which are or may be applicable to the PROJECT to be undertaken by the CONTRACTOR including but not limited to California Health and Safety Code sections 44220 et seq, all Air Resources Board and AQMD criteria there under, prevailing wage and work day definitions where applicable, contracting license requirements and permits.

14. NO THIRD-PARTY BENEFICIARIES

Nothing in this Agreement shall be construed to create any rights of any kind or nature in any other party not a named party to this Agreement.

15 VENUE

Any dispute resolution action arising out of this Agreement, including but not limited to litigation, mediation, or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California. CONTRACTOR waives any removal rights it might have under Code of Civil Procedure section 394.

16. ENTIRE AGREEMENT

This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties and they incorporate or supersede all prior written or oral Agreements or understandings.

17. AGREEMENT ADMINISTRATOR

The AQMD Officer or employee with responsibility for administration of this Agreement is Marcella McTaggart, Air Pollution Control Officer or her successor. The CONTRACTOR Officer or employee with responsibility for administration of this Agreement is Mindy Jackson, El Dorado County Transit Director or her successor.

18. AUTHORIZED SIGNATURES

The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties to the obligations set forth herein.

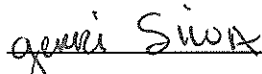
19. PARTIAL INVALIDITY

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

REQUESTING DEPARTMENT CONCURRENCE:

By:  Dated: 4-27-07

**Marcella McTaggart
Air Pollution Control Officer**

By:  Dated: May 1, 2007

**Gerri Silva, M.S., R.E.H.S
Director, El Dorado County Environmental Management Department**


IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first herein above written.

**CONTRACTOR
EL DORADO COUNTY
TRANSIT AUTHORITY**

**AQMD
EL DORADO COUNTY
AIR QUALITY MANAGEMENT DISTRICT**

Date: 5/16/07

Date: _____

By: 
**Mindy Jackson
Transit Director**

By: _____
**Helen Baumann,
Chair**

**Attest:
Cindy Keck,
Clerk of the Board**

Date: _____

By: _____

EXHIBIT SUMMARY SHEET (Cover)

Applicant: El Dorado County Transit Authority
Contact Person: Matt Mauk, Transit Services Assistant
Address: 6565 Commerce Way, Diamond Springs, CA 95619
Telephone#: (530) 642-5383 ext. 201 **Fax# (optional):** (530) 622-2877

Funding request for up to fourteen (14) "Spare the Air" Free Fare days (one year funding).

Project Budget	AB2766 Funds	\$ Matching Funds	In-Kind Match	Total Project Costs
Materials				
Personnel				
Others	\$37,100	\$115,500	\$	\$152,600
TOTAL	\$37,100	\$115,500	\$	\$152,600

Estimated Emission Reductions/Costs-Effectiveness	As Proposed	Alternate Funding Level
Useful Life of Project (years)	1	Not Applicable
Total Lifetime Emissions Reduced (lbs. Of ROG, NOx, PM-10)	991.70 lbs.	Not Applicable
Annualized Cost-Effectiveness (total project costs)	\$158.49/lb.	Not Applicable
Annualized Cost-Effectiveness (AQMD Funded project costs)	\$38.53/lb.	Not Applicable

Brief Project Description: El Dorado Transit will provide free transportation on fixed local and commuter routes on days designated as Spare the Air by the Sacramento Metropolitan Air Quality Management District for 2008.

REQUEST FOR PROPOSAL CONTENTS CHECKLIST

Applicant: El Dorado County Transit Authority

Please complete and attach this checklist with your application.

- X Exhibit Summary Sheet (Cover) – page 1
 - X Request for Proposal Contents Checklist (Second Page) – page 2
 - X Authorization Letter/Resolution pages 3 - 5
 - X Project Description – page 6
 - X Project Organization/Background – page 7
 - X Emission Benefits/Cost Effectiveness – page 8
 - X Work Statement – page 9
 - X Funding Request/Cost Breakdown – page 10
 - X Matching Funds – page 10
 - X Schedule of Deliverables/Self-Monitoring Program – page 11
 - X 3 Copies of Proposal
- Appendix A Excerpts from Methods to Find the Cost-Effectiveness of Funding Air Quality Projects, May 2005 Edition.
- Appendix B Sample of Project Report
- Appendix C Letters of Support
- Appendix D Spare the Air: Historical Data, Sacramento Metropolitan AQMD



EL DORADO TRANSIT

6565 COMMERCE WAY
DIAMOND SPRINGS, CA 95619-9454
(530) 642-5383
FAX (530) 622-BUSS
www.eldoradotransit.com

April 16, 2007

Ms. Marcella McTaggart, Air Pollution Control Officer
El Dorado County Air Quality Management District
2850 Fairlane Court
Placerville, CA 95667

Re: AB2766 Motor Vehicle Emission Reduction Project 2007-2008
Spare the Air Free Fares 2008

Dear Ms. McTaggart:

The El Dorado County Transit Authority (EDCTA) is submitting an application for AB2766 Motor Vehicle Emission Reduction Project for 2007-2008. EDCTA Resolution No. 07-06 (copy attached), authorizes the submission of the application.

Contact person: Matt Mauk, Transit Services Assistant
El Dorado County Transit Authority
6565 Commerce Way
Diamond Springs, CA 95619
Phone: (530) 642-5383 Extension 201
Email: mmauk@eldoradotransit.com

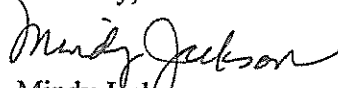
The El Dorado County Transit Authority will administer the project.

The El Dorado County Transit Authority will provide free public transit for up to fourteen (14) Spare the Air days for a period of one year. Free transit would apply to all local fixed routes and commuter services on "Spare the Air" days as designated by the Sacramento Air Quality Management District.

This project will provide an incentive to ride public transit and an alternative to traveling by automobile resulting in reduced traffic congestion and the associated emissions.

We appreciate your consideration regarding our proposal and request that this project be approved for funding.

Sincerely,


Mindy Jackson
Transit Director



EL DORADO TRANSIT

6565 COMMERCE WAY
DIAMOND SPRINGS, CA 95619-9454
(530) 642-5383
(888) 246-BUSS
FAX (530) 622-BUSS
www.eldoradotransit.com

EL DORADO COUNTY TRANSIT AUTHORITY RESOLUTION NO. 07-06

RESOLUTION OF THE BOARD OF DIRECTORS OF THE EL DORADO COUNTY TRANSIT AUTHORITY TO SUBMIT A PROPOSAL FOR ASSEMBLY BILL 2766 (AB 2766) MOTOR VEHICLE EMISSION REDUCTION PROJECTS

WHEREAS, the California Clean Air Act requires local air pollution control districts to reduce emissions from motor vehicles; and

WHEREAS, AB 2766, codified in California Health and Safety Code section 44223, authorizes districts to impose a fee of up to four dollars upon certain registered motor vehicles within the district, and the Governing Board of the El Dorado County Air Quality Management District (EDC AQMD) has imposed said fee; and

WHEREAS, said legislation requires the EDC AQMD to use said funds for activities related to reducing air pollution from motor vehicles and for related planning, monitoring, enforcement, and technical studies necessary for the implementation of the California Clean Air Act of 1988; and

WHEREAS, El Dorado County Transit Authority (EDCTA) is an eligible applicant for AB 2766 projects; and

WHEREAS, the EDC AQMD has published a request for proposals for AB 2766 funding; and

WHEREAS, EDCTA will prepare grant applications for projects;

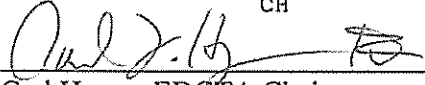
BE IT HEREBY RESOLVED AND ORDERED, that the Chairman of the EDCTA is hereby authorized and directed to submit proposals for Assembly Bill 2766, Motor Vehicle Emission Reduction Projects, and to execute all necessary actions to carry out the purpose of this resolution;

BE IT FURTHER RESOLVED, that the Transit Services Assistant Matt Mauk be the contact person at the El Dorado County Transit Authority, 6565 Commerce Way, Diamond Springs, California 95619, (530) 642-5383 extension 201, and that Transit Director Mindy Jackson shall be authorized to execute all documentation resulting from these Applications;

BE IT FURTHER RESOLVED, that El Dorado County Transit Authority will make all reasonable efforts to include matching funds in the proposed budget for Fiscal Years 2007/2008 and 2008/2009.

PASSED AND ADOPTED BY THE GOVERNING BOARD OF THE EL DORADO COUNTY TRANSIT AUTHORITY at a regular meeting of said Board, held on the 1st day of March 2007, by the following vote of said Board:

AYES: JS, RD, PB, RB, ^{CH} NOES: 0 ABSTAIN: 0 ABSENT: 0




Carl Hagen, EDCTA Chair



Mindy Jackson, Transit Director

APPROVED AS TO FORM:



Barbara McDonald, Secretary to the EDCTA Board

PROJECT DESCRIPTION

Spare the Air Free Fares 2008

Objectives

Providing public transit rides at no cost to passengers on designated Spare-the-Air days is an effort to encourage the use of public transit. If funded, this project will reduce congestion; lower emissions, provide a regional mitigation to traffic congestion on the rural roads; some relief to state highway 50 west of Placerville and provide educational and outreach efforts to employers and residents regarding alternative transportation modes especially on those days designated as Spare the Air by the Sacramento Metropolitan Air Quality Management District. The average annual number of Spare the Air days is fourteen (14) per year. As noted in the Spare the Air: Historical Data in Appendix D the region experienced fifteen (15) Spare the Air days during the 2006 Summer Smog Season.

The *Spare the Air Free Fare* program will offer free rides on all El Dorado Transit local fixed routes and commuter services on designated Spare the Air days for 2008 (funding request for a total of 14 days). This will encourage occasional transit users to ride transit and provide incentives for potential passengers to try transit. The *Spare the Air Free Fare* program will raise the awareness of the personal benefits of public transit including less traffic; no parking fees; exercise; time to read as well as the environmental benefits.

Scope of Work

El Dorado Transit subscribes to the Sacramento Metropolitan Air Quality Management District (SMAQMD) Air Alert program. El Dorado Transit will promote *Spare the Air Free Fares*; collect ridership data and report on project success.

El Dorado Transit will provide the following with grant funding:

- *Spare the Air Free Fare* Advertising
- Passenger fares on local bus routes and commuter service on Spare the Air days
- Press Releases in local and regional publications
- Public Services Announcements
- Rider Alert Email Communication
- Farebox Covers with acknowledgment of EDCAQMD funding

PROJECT ORGANIZATION/BACKGROUND

Project Organization

El Dorado County Transit Authority (hereafter referred to as “El Dorado Transit”) will provide approximately fourteen (14) days of public transit without charging the passengers a fare on the local fixed route and commuter services; administer the EDC AQMD contracts; provide public liability insurance, vehicle maintenance and support, vehicles, Transit Drivers and appropriate staffing to assure public safety and outreach.

Background

El Dorado Transit has provided transportation services as the public transit operator for the Western Slope of El Dorado County since 1975. Established as a Joint Powers Agency with the County of El Dorado and the City of Placerville, El Dorado Transit provided 337,934 trips during fiscal year 2005/2006. Transportation is provided to the community in the form of local fixed routes; curb-to-curb Dial-A-Ride; Sac-Med non-emergency medical transportation; Complementary Paratransit in Placerville; commuter routes from Placerville to downtown Sacramento; commuter routes to Sacramento Light Rail in Folsom and contracted transportation for social service agencies.

Seventy eight (78) employees provide transportation services fourteen and one-half (14 ½) hours a day Monday through Friday and limited weekend hours. All components necessary to provide public transportation are housed within the Transit Operating Base and Maintenance Facility at 6565 Commerce Way Diamond Springs, California. El Dorado Transit maintains and schedules a fleet of fifty-six (56) vehicles, including wheelchair accessible mini-vans; 22, 37 and 45 passenger lift-equipped buses; one (1) mobile mechanics’ truck and seven (7) staff vehicles. In-house services include operations; dispatching; trip planning and scheduling; vehicle maintenance; transit planning; marketing and full administrative support.

El Dorado Transit management, drivers and staff have a distinguished level of commitment and competence in providing efficient public transportation to the residents of the Western Slope of El Dorado County. Fifteen (15) Transit Drivers received Safe Driving Awards for fiscal year 2005/2006. Management and supervisory employees have completed the accredited Paratransit/Transit Management Program.

EMISSION BENEFITS/COST EFFECTIVENESS

Inputs to calculate cost-effectiveness:

Funding Dollars (**Funding**): **\$37,100**

(\$2,120 avg. daily fare collected + 25% increase) * 14 days of service
 (\$2120 + \$530) * 14 = \$37,100

Effectiveness Period (**Life**): **1 year**

Auto Trips (**T**) Eliminated: **11,192** (one-way trips/week from 2006 OP/ADMIN + 25% of remaining vehicle capacity)

Length (**L**) of Auto Trips Eliminated: **16 (default)**

Weeks (**W**): **2**

Adjustment (**A**) for Auto Access Trips to transit, vanpools, and carpools: **0.7 (default)**

Emission Factor Inputs for Auto Travel (from Table 3A)

	Auto Trip End Factor	Auto VMT Factor
ROG Factor	1.143 g/trip	0.424 g/mile
NOx Factor	0.612 g/trip	0.538 g/mile
PM10 Factor	0.008 g/trip	0.218 g/mile

Note: Used 1 year (2005) emission factors from Table 3A and "average" auto trip end factors.

Calculations:

$$\begin{aligned} \text{Annual Auto Trips Reduced} &= (W)*(T)*(A) \\ &= 2*11,192*0.7 \\ &= \mathbf{15,668 \text{ trips/year}} \end{aligned}$$

$$\begin{aligned} \text{Annual Auto VMT Reduced} &= (W)*(T)*(L) \\ &= 2*11,192*16 \\ &= \mathbf{358,144 \text{ miles/year}} \end{aligned}$$

$$\begin{aligned} \text{Annual Emission Reductions} &= \\ &[(\text{Annual Auto Trips Reduced})*(\text{Auto Trip End Factor}) \\ &+ (\text{Annual Auto VMT Reduced})*(\text{Auto VMT Factor}) / 454 \end{aligned}$$

$$\mathbf{ROG: [(15,668*1.143) + (358,144*0.424) / 454 = 373.92 \text{ lbs/year}}$$

$$\mathbf{NOx: [(15,668*0.612) + (358,144*0.538) / 454 = 445.53 \text{ lbs/year}}$$

$$\mathbf{PM10: [(15,668*0.008) + (358,144*0.218) / 454 = 172.25 \text{ lbs/year}}$$

$$\begin{aligned} \text{Capital Recovery Factor (CRF)} &= \frac{(1+i)^n (i)}{(1+i)^n - 1} \quad \text{where: } i = \text{discount rate (3\%)} \\ \text{(From Table 8)} & \quad \quad \quad n = \text{project life (1 year)} \\ &= \frac{(1+0.03)^1 (0.03)}{(1-0.03)^1 - 1} = \frac{0.0309}{0.0300} = \mathbf{1.03} \end{aligned}$$

$$\begin{aligned} \text{Cost Effectiveness of Funding Dollars} &= (\text{CRF}*Funding) / (\text{ROG} + \text{NOx} + \text{PM10}) \\ &= (1.03*37,100) / (991.70) = \mathbf{\$38.53/lb} \end{aligned}$$

WORK STATEMENT

TIME LINE

2007

July

PHASE

Contract execution between El Dorado County Air Quality Management District and El Dorado County Transit Authority

2008

March

Place order for farebox covers

April

- Finalize press releases and public service announcements (PSA)
- Develop distribution lists for press releases and PSAs'
- Develop and prepare final advertisements

May – August

- Publish print ads
- Provide free trips on local fixed routes and commuter services on Spare-the-Air days (does not include Dial-A-Ride or Sac-Med)
- Monthly ridership reporting to EDCAQMD and El Dorado Transit Board
- Follow-up press releases on ridership totals

December

Annual reports and invoice to EDCAQMD

FUNDING REQUEST/BREAKDOWN OF COST

Funding Request

El Dorado County Transit Authority (EDCTA) is requesting an allocation of \$37,100.00 of AB2766 DMV Surcharge funds to this project. This funding will provide for up to fourteen (14) days of free fares on local fixed routes and commuter services for the period of one (1) year.

Breakdown of Cost

Item/Service	Cost	Funding Source
Passenger Fares on local and commuter routes	\$37,100.00	AB2766.
Remaining operational cost for fourteen (14) days	\$115,500.00	El Dorado Transit
Total Project Cost	\$152,600.00	

MATCHING FUNDS

Services	Matching Funds	Source
Operational Cost	\$115,500.00	El Dorado Transit
Total Matching Funds	\$115,500.00	

IN-KIND MATCH

Services	Matching Funds	Source
NOT APPLICABLE		
Total Matching Funds		

SCHEDULE OF DELIVERABLES/MONITORING PROGRAM

DELIVERABLES:

- Free public transit on approximately fourteen (14) “Spare the Air” days for the period of one (1) year, 2008
- Farebox covers with acknowledgement of EDCAQMD funding

MONITORING:

El Dorado County Transit Authority (EDCTA) will submit one (1) project report to EDCAQMD on the overall usage and passenger boarding statistics. Sample Form of project report is included in Appendix B for review.

APPENDIX A

El Dorado County Transit Authority

Excerpts from:

Methods to Find Cost-Effectiveness of Funding Air Quality Projects, May 2005

Ridesharing and Pedestrian Facilities

Project definition: Ridesharing programs replace drive-alone auto trips by encouraging carpooling and other less polluting modes of travel. Pedestrian facilities replace auto trips by providing or improving pedestrian access. An example is a pedestrian passageway over several lanes of heavy traffic providing safe walking access to adjacent activity centers.

How emissions are reduced: Ridesharing reduces emissions when drive-alone auto trips are replaced with less polluting modes of travel. Pedestrian facilities reduce emissions when auto trips are replaced by walking.

Need to know:

Funding dollars

Work weeks or operating weeks per year

Weekly one-way auto trips eliminated

Average length of auto trips eliminated

Inputs	Default	Units	Text Comments
Funding Dollars (Funding)		dollars	
Effectiveness Period (Life)	1	year	Ridesharing: Enter 1 year. Pedestrian: Enter 20 years.
<i>Inputs for Trips Eliminated</i>			
Auto Trips (T) eliminated		trips one-way/week	The number of auto trips eliminated per week to and from workplace (for ridesharing) or to and from activity center (for pedestrian projects).
Length (L) of Auto Trips eliminated	16	miles one direction/trip	Default (16 mi.) is for ridesharing projects and equals the average distance from home to work. Pedestrian projects should use the average distance of auto trip to adjacent activity center -- one mile is suggested. This is the average distance of pedestrian trips.
Weeks (W)	52	weeks (of operation)/year	If trips eliminated (T) is based on employee numbers that exclude workers on sick leave, vacations, etc. then (W) equals 52. Otherwise (W) typically equals 50.

Inputs	Default	Units	Text Comments
Inputs for Trips Added			
Adjustment (A) for Auto Access Trips to transit, vanpools, and carpools	0.7		Adjustment (A) equals the portion of employees who do NOT drive to transit, vanpools, or carpools. Default 0.7 equals the adjustment (A) for areas with average transit use. Use 0.6 for high transit use (i.e., commute transit mode split >10%). Use 1.0 if Method 2 was used to determine Auto Trips (T) eliminated. Use 1.0 for pedestrian projects.
Note: No adjustment is made on Length (L) of Auto Trips eliminated because access trip length is an insignificant portion of annual VMT reduced.			

Emission Factor Inputs for Auto Travel

	Auto Trip End Factor	Units	Auto VMT Factor	Units
ROG Factor	1.719	grams/trip	0.470	grams/mile
NOx Factor	0.721	"	0.602	"
PM10 Factor	0.014	"	0.218	"

For auto emission factors, see Emission Factors Menu, Tables 3 and 3A. For projects with a 1-year life, use Table 3A. For projects with a life of 2-20 years, use Table 3. Defaults are for 1-year project life (2002) from Table 3A.

Formulas

$$\text{Annual Auto Trips Reduced} = W * T * A$$

Units
trips/year

$$\text{Annual Auto VMT Reduced} = W * T * L$$

Units
miles/year

$$\begin{aligned} \text{Annual Emission Reductions (ROG, NOx, and PM10)} = & \\ & [(\text{Annual Auto Trips Reduced}) * (\text{Auto Trip End Factor}) \\ & + (\text{Annual Auto VMT Reduced}) * (\text{Auto VMT Factor})] / 454 \end{aligned}$$

Units
lbs/year

$$\text{Capital Recovery Factor (CRF)} = \frac{(1 + i)^n (i)}{(1 + i)^n - 1}$$

where: i = discount rate (Assume 3 percent)
 n = project life

Cost-Effectiveness of

$$\text{Funding Dollars} = (\text{CRF} * \text{Funding}) / (\text{ROG} + \text{NOx} + \text{PM10})$$

Units
dollars/lb

Note: The Federal Highway Administration requests that emission reductions from CMAQ projects be reported as kilograms/day. The conversion is
 $(\text{lbs per year}) / [(2.2) * (365)] = \text{kilograms/day}$

Table 3A Average Auto Emission Factors
For use with projects with a 1-year project life
(Fleet of Light-Duty Passenger Vehicles, Light-Duty Trucks, and Motorcycles)

Analysis Period or Project Life	1 Year 2003	1 Year 2004	1 Year 2005
ROG			
VMT (g/mile)	0.523	0.470	0.424
commute trip ends (g/trip end)	1.873	1.719	1.577
average trip ends (g/trip end)	1.364	1.249	1.143
NO_x			
VMT (g/mile)	0.686	0.602	0.538
commute trip ends (g/trip end)	0.769	0.721	0.675
average trip ends (g/trip end)	0.695	0.649	0.612
PM₁₀			
VMT (g/mile)	0.218	0.218	0.218
running exhaust only (g/mile)	0.013	0.013	0.013
tire and brake wear (g/mile)	0.021	0.021	0.021
road dust (g/mile)	0.184	0.184	0.184
commute trip ends (g/trip end)	0.014	0.014	0.014
average trip ends (g/trip end)	0.008	0.008	0.008
CO			
VMT (g/mile)	6.190	5.590	5.060
commute trip ends (g/trip end)	16.291	15.008	13.851
average trip ends (g/trip end)	11.834	10.878	10.022

Source: EMFAC2002, Version 2.2 (Apr03), statewide, average annual emissions, light-duty cars and trucks plus motorcycles. The rate summary model output report (rts) used for commute trip end calculations is based on temperature 75 degrees F and 50% humidity. The VMT factors equal running exhaust plus running losses divided by daily VMT. The average trip end factors equal statewide start emissions plus hot soak emissions divided by daily trips.

The commute trip end factors are based on an "off-model" calculation that equals statewide start emissions for a commute-type pre-start soak distribution plus hot soak emissions divided by daily trips. The commute trip end factors do not reflect the soak distribution used in EMFAC2002. Instead, the factors are calculated using a special commute-type pre-start soak distribution based on an analysis of the 1991 Statewide Travel Survey for all day home-work and work-home trips.

PM₁₀ VMT factor includes motor vehicle exhaust, tire wear, brake wear, and entrained road dust. The road dust portion of the PM₁₀ factor is based on U.S. EPA's Compilation of Air Pollutant Emission Factors (AP-42, January 1995). Silt loading and vehicle weight data used as inputs to EPA's equation are from Improvement of Specific Emission Factors (BACM Project No. 1), Final Report, Midwest Research Institute, March 1996. Vehicle trip reductions may have little, if any effect on road dust emissions from high volume facilities thought to be in equilibrium, i.e., the dust is fully entrained due to the heavy traffic. The road dust PM₁₀ factor, however, may be multiplied times total VMT reductions as it has been scaled down to reflect emissions from lower-volume local and collector roads only.

NOTES: (1) The factors do not include medium-duty vehicles (5751 to 8500 GVW); however, emissions from medium-duty vehicles used as passenger vehicles have an insignificant effect on the average emission factor (1% or less) when added to the emission factors given for light-duty vehicles. (2) Light-duty vehicle emission standards require progressively cleaner fleet average emissions. This accounts for the gradual decrease in fleet average emission factors over time.

TO USE THE TABLE to find annual emissions related to travel: 1) select the time period that corresponds to the life of project, 2) multiply annual miles traveled by the VMT factor, 3) multiply the annual number of trips by the trip end factor, 4) add VMT emissions to trip end emissions, 5) divide by 454 grams/lb to get lbs of emissions per year, 6) repeat for each pollutant. (Note: Use the commute trip end factor when analyzing work trips. Use the average trip end factor when analyzing a variety of trip types. The VMT factor is the same in both instances.)

APPENDIX B

El Dorado County Transit Authority

Sample Form of Project Report

AB2766 PROJECT REPORT

Project Name: Spare the Air Free Fare 2008

EDCAQMD Contract No. _____

Reporting Period: January 1, 2008 to December 31, 2008

DATE	PASSENGER BOARDINGS	TOTAL PASSENGER TRIPS
TOTALS		

APPENDIX C

El Dorado County Transit Authority

Letters of Support



2828 Easy Street Suite 1 Placerville CA 95667 tel:530.642.5260 fax:530.642.5266 www.edctc.org

April 3, 2007

Ms. Marcella McTaggart
Air Pollution Control Officer
El Dorado County Air Quality Management District
2850 Fairlane Court
Placerville, CA 95667

Dear Ms. McTaggart,

The El Dorado County Transportation Commission (EDCTC) supports the El Dorado County Transit Authority (EDCTA) request for AB 2766 grant program funds to provide free transit service on Spare the Air days.

As the Regional Transportation Planning Agency for El Dorado County, EDCTC supports and encourages Transportation Systems Management (TSM) Programs that maximize the efficiency of the existing transportation system by reducing dependence on single occupant vehicles. The EDCTC Regional Transportation Plan includes a TSM Action Plan project encouraging our agency to work toward implementation and enhancement of programs that encourage the use of alternative modes of transportation. Offering free transit on Spare the Air days provides an incentive to give transit a try, potentially increasing ridership while reducing emissions and traffic congestion.

Spare the Air days are one of the most crucial times to encourage people to use transit as an alternative transportation mode. Many people experience air pollution related symptoms on Spare the Air days, including coughing, watery eyes, wheezing or breathing difficulties during exercise. Spare the Air days are marketed in the Sacramento region via TV and radio announcements, with a minor marketing emphasis in El Dorado County. Free transit on Spare the Air days will be an excellent way to increase transit ridership.

We strongly recommend that the El Dorado County Air Quality Management District approve the EDCTA grant for the implementation of Free Transit on Spare the Air Days.

Sincerely,

A handwritten signature in black ink, appearing to read "Kathryn Mathews", is written over the typed name.

Kathryn Mathews, AICP
Executive Director

Cc: Mindy Jackson, Transit Director
El Dorado County Transit Authority



Still Finding Gold In El Dorado County

March 1, 2007

Ms. Marcella McTaggart
Air Pollution Control Officer
El Dorado County Air Quality Management District
2850 Fairlane Court
Placerville, CA 95667

Dear Ms. McTaggart,

The El Dorado County Chamber of Commerce fully supports the El Dorado County Transit Authority (EDCTA) request for AB 2766 grant program funds to provide free transit service on Spare the Air days.

The El Dorado County Chamber of Commerce is an organization of businesses and individuals devoted to preserving the quality of life in El Dorado County by advocating and promoting a strong, healthy and diverse business community. With programs designed to expand our existing business base and to attract new, clean industry, the Chamber helps to ensure that the business opportunities and quality of life we know today may be sustained through future generations. Offering free transit on Spare the Air days provides an incentive to give transit a try, potentially increasing ridership while reducing emissions and traffic congestion.

Spare the Air days are one of the most crucial times to encourage people to use transit as an alternative transportation mode. Many people experience air pollution related symptoms on Spare the Air days, including coughing, watery eyes, wheezing or breathing difficulties during exercise. Spare the Air days are marketed in the Sacramento region via TV and radio announcements, with a minor marketing emphasis in El Dorado County. Free transit on Spare the Air days will be an excellent way to increase transit ridership.

We strongly recommend that the El Dorado County Air Quality Management District approve the EDCTA grant for the implementation of Free Transit on Spare the Air Days.

Sincerely,

A handwritten signature in cursive script that reads "Laurel Brent-Bumb".

Laurel Brent-Bumb, ACE
Chief Executive Officer
El Dorado County Chamber of Commerce

EL DORADO COUNTY CHAMBER OF COMMERCE

542 Main Street, Placerville, California 95667
(530) 621-5885 (800) 457-6279 Fax (530) 642-1624

APPENDIX D

El Dorado County Transit Authority

“Spare the Air: Historical Data” from the Sacramento Metropolitan AQMD

Print Close

Spare The Air Days

Year	2006	2005	2004	2003	2002	2001
Total	15	14	6	14	22	15
Dates	Fri. 6/23	Fri. 7/1	Tue. 8/10	Tue. 6/3	Mon. 7/1	Tue. 5/22
	Sat. 6/24	Thu. 7/14	Wed. 8/11	Wed. 6/4	Tue. 7/2	Thu. 5/31
	Sun. 6/25	Fri. 7/15	Tue. 8/31	Thu. 6/5	Wed. 7/10	Sat. 6/16
	Mon. 6/26	Sat. 7/16	Tue. 9/7	Fri. 6/27	Thu. 7/11	Sun. 6/17
	Sun. 7/16	Sun. 7/17	Wed. 9/8	Sat. 6/28	Sat. 7/13	Tue. 6/19
	Mon. 7/17	Mon. 7/18	Thu. 9/9	Fri. 7/11	Sun. 7/28	Wed. 6/20
	Tue. 7/18	Tue. 7/19		Fri. 7/18	Fri. 8/9	Thu. 6/21
	Thu. 7/20	Mon. 7/25		Mon. 7/21	Sat. 8/10	Sun. 7/1
	Fri. 7/21	Tue. 7/26		Tue. 7/22	Sun. 8/11	Mon. 7/2
	Sat. 7/22	Wed. 7/27		Sun. 7/27	Mon. 8/12	Tue. 7/3
	Sun. 7/23	Thu. 8/4		Mon. 7/28	Tue. 8/13	Wed. 7/4
	Mon. 7/24	Fri. 8/5		Tue. 7/29	Wed. 8/14	Tue. 8/7
	Tue. 7/25	Sat. 8/6		Mon. 8/18	Thu. 8/15	Wed. 8/8
	Sat. 9/2	Sun. 8/7		Tue. 9/23	Fri. 8/16	Sun. 8/26
	Wed. 9/13				Mon. 9/2	Mon. 8/27
					Wed. 9/11	
					Thu. 9/12	
					Fri. 9/13	
					Sat. 9/21	
					Sun. 9/22	
					Mon. 9/23	
					Tue. 9/24	